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|---------------------------------|---|-------------------------------|-----------------------------|
| <i>SERFF Tracking Number:</i> | <i>CUNA-125788531</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>CUNA Mutual Insurance Society</i> | <i>State Tracking Number:</i> | <i>40400</i> |
| <i>Company Tracking Number:</i> | <i>REVISED RULE 13</i> | | |
| <i>TOI:</i> | <i>LTC03I Individual Long Term Care</i> | <i>Sub-TOI:</i> | <i>LTC03I.001 Qualified</i> |
| <i>Product Name:</i> | <i>Long Term Care Insurance</i> | | |
| <i>Project Name/Number:</i> | <i>/</i> | | |

Filing at a Glance

Company: CUNA Mutual Insurance Society

Product Name: Long Term Care Insurance

TOI: LTC03I Individual Long Term Care

Sub-TOI: LTC03I.001 Qualified

Filing Type: Form

SERFF Tr Num: CUNA-125788531 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 40400

Co Tr Num: REVISED RULE 13

State Status: Approved-Closed

Co Status:

Reviewer(s): Marie Bennett, Harris Shearer

Authors: Kari Hamrick, Kimberly Steggall

Disposition Date: 10/23/2008

Date Submitted: 09/29/2008

Disposition Status: Approved

Implementation Date Requested: 01/01/2009

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/23/2008

State Status Changed: 10/23/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

In response to the revisions to Arkansas Rule 13, the following forms are provided for your review and approval. These forms will be used with policies issued effective 1-1-09 and later.

Form 2006-LTCA-ACB(AR) Amendment Providing an Additional Contingent Benefit Provision for Policies with a Limited Pay Option is a new form and will not replace any existing form. It will print with any policy of which the insured has elected a limited payment option.

| | | | |
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| <i>SERFF Tracking Number:</i> | <i>CUNA-125788531</i> | <i>State:</i> | <i>Arkansas</i> |
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| <i>Company Tracking Number:</i> | <i>REVISED RULE 13</i> | | |
| <i>TOI:</i> | <i>LTC03I Individual Long Term Care</i> | <i>Sub-TOI:</i> | <i>LTC03I.001 Qualified</i> |
| <i>Product Name:</i> | <i>Long Term Care Insurance</i> | | |
| <i>Project Name/Number:</i> | <i>/</i> | | |

Sections 6.2 Notice of Intent to Terminate and 7.1 Changes in Coverage of Long-Term Care Insurance Policy Form 2006-LTC-COMP(AR) has been revised to comply with the requirements of Rule 13, Section 27 (Right to Reduce Coverage and Lower Premiums). Upon approval, this policy form will replace policy 2006-LTC-COMP, which was approved by the Department on April 4, 2007.

Form LTC-JPWK(A), Personal Worksheet, is a new form and will replace 2002-LTCWK, approved by the Department on June 13, 2006.

Form LTCDISC-RATES(A) Potential Rate Increase Disclosure Form is a new form and will replace 2002-LTCDISC-RATES, approved by the Department on June 13, 2006.

Thank you for your prompt consideration of this submission.

Company and Contact

Filing Contact Information

| | |
|---|----------------------------------|
| Kimberly Steggall, Compliance Administrator | kimberly.steggall@cunamutual.com |
| 2000 Heritage Way | (319) 483-3082 [Phone] |
| Waverly, IA 50677 | (319) 483-3500[FAX] |

Filing Company Information

| | | |
|-------------------------------|-------------------------|-------------------------|
| CUNA Mutual Insurance Society | CoCode: 62626 | State of Domicile: Iowa |
| 2000 Heritage Way | Group Code: 306 | Company Type: |
| Waverly, IA 50677 | Group Name: | State ID Number: |
| (319) 352-4090 ext. [Phone] | FEIN Number: 39-0230590 | |

Filing Fees

| | |
|------------------|---------|
| Fee Required? | Yes |
| Fee Amount: | \$50.00 |
| Retaliatory? | No |
| Fee Explanation: | |
| Per Company: | No |

| | | | |
|---------------------------------|---|-------------------------------|-----------------------------|
| <i>SERFF Tracking Number:</i> | <i>CUNA-125788531</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>CUNA Mutual Insurance Society</i> | <i>State Tracking Number:</i> | <i>40400</i> |
| <i>Company Tracking Number:</i> | <i>REVISED RULE 13</i> | | |
| <i>TOI:</i> | <i>LTC03I Individual Long Term Care</i> | <i>Sub-TOI:</i> | <i>LTC03I.001 Qualified</i> |
| <i>Product Name:</i> | <i>Long Term Care Insurance</i> | | |
| <i>Project Name/Number:</i> | <i>/</i> | | |

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|-------------------------------|---------|----------------|---------------|
| CUNA Mutual Insurance Society | \$50.00 | 09/29/2008 | 22803197 |

| | | | |
|--------------------------|----------------------------------|------------------------|----------------------|
| SERFF Tracking Number: | CUNA-125788531 | State: | Arkansas |
| Filing Company: | CUNA Mutual Insurance Society | State Tracking Number: | 40400 |
| Company Tracking Number: | REVISED RULE 13 | | |
| TOI: | LTC03I Individual Long Term Care | Sub-TOI: | LTC03I.001 Qualified |
| Product Name: | Long Term Care Insurance | | |
| Project Name/Number: | / | | |

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Marie Bennett | 10/23/2008 | 10/23/2008 |

Amendments

| Item | Schedule | Created By | Created On | Date Submitted |
|--|----------|-------------------|------------|----------------|
| Amendment Form Providing an Additional Contingent Benefit Provision | | Kimberly Steggall | 10/06/2008 | 10/06/2008 |

| | | | |
|---------------------------------|---|-------------------------------|-----------------------------|
| <i>SERFF Tracking Number:</i> | <i>CUNA-125788531</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>CUNA Mutual Insurance Society</i> | <i>State Tracking Number:</i> | <i>40400</i> |
| <i>Company Tracking Number:</i> | <i>REVISED RULE 13</i> | | |
| <i>TOI:</i> | <i>LTC03I Individual Long Term Care</i> | <i>Sub-TOI:</i> | <i>LTC03I.001 Qualified</i> |
| <i>Product Name:</i> | <i>Long Term Care Insurance</i> | | |
| <i>Project Name/Number:</i> | <i>/</i> | | |

Disposition

Disposition Date: 10/23/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CUNA-125788531 State: Arkansas
 Filing Company: CUNA Mutual Insurance Society State Tracking Number: 40400
 Company Tracking Number: REVISED RULE 13
 TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified
 Product Name: Long Term Care Insurance
 Project Name/Number: /

| Item Type | Item Name | Item Status | Public Access |
|---------------------|---|-------------|---------------|
| Supporting Document | Certification/Notice | | Yes |
| Supporting Document | Application | | Yes |
| Supporting Document | Health - Actuarial Justification | | Yes |
| Supporting Document | Outline of Coverage | | Yes |
| Form (revised) | Amendment Providing an Additional Contingent Benefit Provision | | Yes |
| Form | Amendment Providing an Additional Contigent Benefit Provision | Replaced | Yes |
| Form | Long Term Care Insurance Policy | | Yes |
| Form | Long Term Care Personal Worksheet | | Yes |
| Form | Potential Rate Increase Disclosure Form | | Yes |

| | | | |
|---------------------------------|---|-------------------------------|-----------------------------|
| <i>SERFF Tracking Number:</i> | <i>CUNA-125788531</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>CUNA Mutual Insurance Society</i> | <i>State Tracking Number:</i> | <i>40400</i> |
| <i>Company Tracking Number:</i> | <i>REVISED RULE 13</i> | | |
| <i>TOI:</i> | <i>LTC031 Individual Long Term Care</i> | <i>Sub-TOI:</i> | <i>LTC031.001 Qualified</i> |
| <i>Product Name:</i> | <i>Long Term Care Insurance</i> | | |
| <i>Project Name/Number:</i> | <i>/</i> | | |

Amendment Letter

Amendment Date:

Submitted Date: 10/06/2008

Comments:

I am attaching a revised pdf of the Amendment Providing an Additional Contingent Benefit Provision. The only change to this pdf is the form number; whereas form 2006-LTCA-ACB(AR) is now changed to form 2006-LTCA-ACB(A). Please use this document to complete your review of this submission. Thank you for your attention to this matter.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

| Form Number | Form Type | Form Name | Action | Form Action Other | Previous Filing # | Replaced Form # | Readability Score | Attachments |
|------------------|--|------------------------|---------|-------------------|-------------------|-----------------|-------------------|----------------------|
| 2006-LTCA-ACB(A) | Policy/Contr act/Fraternal Certificate: Additional Amendment, Contingent Insert Benefit Page, Provision Endorsement or Rider | Amendment Providing an | Initial | | | | 47 | 2006-LTCA-ACB_A_.pdf |

SERFF Tracking Number: CUNA-125788531 State: Arkansas

Filing Company: CUNA Mutual Insurance Society State Tracking Number: 40400

Company Tracking Number: REVISED RULE 13

TOI: LTC03I Individual Long Term Care Sub-TOI: LTC03I.001 Qualified

Product Name: Long Term Care Insurance

Project Name/Number: /

Form Schedule

Lead Form Number:

| Review Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|---------------|-------------------|-------------|--|---------|----------------------|-------------|-----------------------|
| | 2006-LTCA-ACB(A) | Policy/Cont | Amendment ract/Fratern Providing an al Additional Contingent Certificate: Benefit Provision Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 47 | 2006-LTCA-ACB_A_.pdf |
| | 2006-LTC-COMP(AR) | Policy/Cont | Long Term Care ract/Fratern Insurance Policy al Certificate | Initial | | 42 | 2006-LTC-COMP_AR_.pdf |
| | LTC-JPWK(A) | Other | Long Term Care Personal Worksheet | Initial | | 58 | LTC-JPWK_A_.pdf |
| | LTCDISC-RATES(A) | Other | Potential Rate Increase Disclosure Form | Initial | | 43 | LTCDISC-RATES_A_.pdf |



CUNA Mutual Insurance Society

A Mutual Insurance Company
2000 Heritage Way
Waverly, IA 50677

**Amendment Providing An
Additional Contingent Benefit Provision
For Policies with a Limited Pay Option**

Policy Number: [123456]

Insured Name: [John Doe]

In consideration of your electing the Limited Pay Option, this Amendment is added to and made a part of your Individual Long-Term Care Insurance Policy on the Policy Effective Date. This Amendment is subject to all the terms and conditions stated in the Policy and those stated in this Amendment. There is no additional premium required for this Amendment

On or before the effective date of a substantial premium rate increase, we will:

1. offer to continue your coverage with the same level of benefits except for a reduction in your Maximum Benefit, without the requirement of additional underwriting so that required premium payments are not increased;
2. offer to convert your coverage to a paid-up status as described in the Additional Contingent Benefit provision below. This option may be elected at any time during the 120-day period following the due date of the required premium; and
3. notify you that a default or lapse at any time during the 120-day period will be deemed to be the election of the offer to convert referenced in #2 above if the *paid ratio* is 40% or more.

Additional Contingent Benefit: Your Policy may be converted to a paid-up status if all of the following conditions are met:

1. we make a premium rate increase that results in a cumulative increase equal to or exceeding your original premium (as of the Policy effective date) by the following percentages:

| Issue Age | Percent Increase Over Initial Premium |
|-----------|--|
| Under 65 | 50% |
| 65-80 | 30% |
| Over 80 | 10% |

2. your Policy lapses due to nonpayment of the required premium within 120 days of the due date of such premium rate increase; and
3. the *paid ratio* immediately prior to lapse is equal to at least 40.

If your coverage is converted to a paid-up status under this Additional Contingent Benefit, your Policy will continue with a reduction in the benefit amounts payable. Your reduced Maximum Benefit, Maximum Monthly Benefit and all other dollar amount benefit limits shown on your Schedule of Benefits will equal 90% of the benefit amount available immediately prior to lapse multiplied by the *paid ratio*.

The *paid ratio* is equal to (a) divided by (b), where:

- (a) = the number of months that you have paid premiums; and
(b) = the number of months in your limited pay period.

This benefit is an additional option for you in the event of a rate increase. This means that if all of the requirements described above are met, then the benefit provided by this Amendment may be used in lieu of either of the following benefits if such benefits apply to your Policy:

1. the Contingent Benefit Upon Lapse for a substantial rate increase, as described in the "PREMIUM RATE INCREASE PROTECTION" Section of your Policy; or
2. the benefit provided by a Nonforfeiture Benefit Rider, if any.

No increases due to an Inflation Protection Rider, if included in your Policy, will be made after the end of the benefit period for which *premiums* were last paid for your Policy.

This Amendment will terminate only when your Policy terminates.

Any terms shown in *italic* that are not defined in this Amendment are defined in the Glossary section of the Policy.

In the event of any conflict between this Amendment and your Policy, this Amendment will prevail. This Amendment will not vary, alter, waive or extend any of the terms, conditions, provisions or limitations of the Policy other than as stated in this Amendment.

CUNA Mutual Insurance Society
A Mutual Insurance Company

A handwritten signature in black ink, consisting of several loops and strokes, positioned above the title 'President'.

President



CUNA Mutual Insurance Society
A Mutual Insurance Company
2000 Heritage Way, Waverly, Iowa 50677

LONG-TERM CARE INSURANCE POLICY

FEDERAL TAX CONSEQUENCES: This POLICY is intended to be a federally tax-qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.


Renewability: THIS POLICY IS GUARANTEED RENEWABLE. This means you have the right, subject to the terms of your Policy, to continue this Policy as long as you pay your *premium* on time. CUNA Mutual Insurance Society (the Company) cannot unilaterally change any of the terms of your Policy on its own, except that in the future the Company MAY INCREASE THE PREMIUM YOU PAY. The premium rate for this Policy will not change during the first 10 years this Policy is in force. After this 10-year period, premium rates may be changed but only after 60 days advance written notice and no more frequently than once in any 12-month period. Please refer to Section 5.3 "PREMIUM RATE CHANGES" under the Premiums Section of this Policy.


Right to Return Policy: If for any reason you decide not to keep this Policy, return it to us within 30 days after you receive it. You may return it to either the Insurance Producer who sold it to you, or the Company through [CHCS Services, Inc. at P.O. Box 130, Pensacola, FL 32501-3901]. We will treat this Policy as though it had never been issued. We will refund any *premium* paid.

Caution: The issuance of this Long-Term Care Insurance Policy is based upon your responses to the questions on any required application. A copy of the required form(s) is attached. If your answers are incorrect or untrue, the Company may have the right to deny benefits or rescind your Policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact the Company through [CHCS Services, Inc. at P.O. Box 130, Pensacola, FL 32501-3901.]

Notice to buyer: This Policy may not cover all of the costs associated with Long-Term Care incurred by you during the period of coverage. You are advised to review carefully all Policy limitations.

Signed for CUNA Mutual Insurance Society, Waverly, Iowa, on the Policy Effective Date.


President


Secretary

This Policy is not Medicare Supplement Coverage. If you are eligible for *Medicare*, review the Guide to Health Insurance for People with Medicare available from the Company. Neither the Company nor its Insurance Producers represent *Medicare*, the federal government or any state government.

SCHEDULE OF BENEFITS

Insured Information

Name: [John A. Doe]

Address: [23 First Street, Anytown, AnyState, 12345]

Policy Number: [123-45-6789]

Date of Birth: [08/13/47]

Issue Age: [55]

Policy Effective Date: [January 1, 2003]

[Change Effective Date: [January 1, 2004]

Maximum Benefit:** [\$108,000]

Elimination Period: [90] Days per lifetime

Benefit Limits*

Annual Premium

BASIC BENEFITS

[\$469.20]

Facility Benefit Services**

[\$3000.00] Maximum Monthly Benefit

Includes:

Nursing Facility Care
Assisted Living Facility Care
Alzheimer's Facility Care
Inpatient Hospice Care
Bed Reservation

30 Days per calendar year additional limitation

Home and Community Benefit Services**

[\$1500.00] Maximum Monthly Benefit

Includes:

Home Care
Home Health Care
Homemaker Services
Adult Day Care
Outpatient Hospice Care
Respite Care

30 Days per calendar year additional limitation

Additional Home and Community Benefit Services include:

Stay at Home Lifetime maximum equal to 2/3 Home and Community
Benefit Services Maximum Monthly Benefit

Other Benefits

World Wide Coverage Lifetime maximum equal to 365 days
Substitute Services
Future Purchase Option

[RIDERS YOU HAVE SELECTED]

[Lifetime 3% Compound Inflation Protection Rider

\$ N/A]

[Lifetime 5% Simple Inflation Protection Rider

\$ N/A]

[Lifetime 5% Compound Inflation Protection Rider

\$ N/A]

[Shared Extended Expense Rider * *

\$ N/A]

Shared Benefit Amount **\$ N/A]**

[Home and Community Care 10-Day Elimination Period Rider

\$ N/A]

[Living at Home Rider

Lifetime maximum equal to 1 2/3 Home
and Community Benefit Services Maximum
Monthly Benefit

\$ N/A]

[Spouse or Partner Waiver of Premium at Death Rider

\$ N/A]

[Refund of Premium at Death Prior to Age 75 Rider

\$ N/A]

[Refund of Premium at Death Rider

\$ N/A]

[Restoration of Maximum Benefit Rider

\$ N/A]

[Nonforfeiture Benefit Rider

\$ N/A]

[Applicable Premium Discounts: [Healthy Lifestyle] [Preferred] [Spouse/Partner]

\$ N/A]

| | |
|---|-----------------------------|
| Total Annual Premium if paid Annually | <u>[\$469.20]</u> |
| Total Annual Premium if paid Semi-Annually | <u>[\$487.96]</u>*** |
| Total Annual Premium if paid Quarterly | <u>[\$506.72]</u>*** |
| Total Annual Premium if paid Monthly | <u>[\$506.76]</u>*** |

Premium Due Date: [January 1, 2006 and each January 1 thereafter]

You have selected the [Annual] Mode; your premium is [\$469.20] [per year].

Premium Payment Option: [All Policy Years; Paid-Up at later of age 65 or 10 Years]

* The Benefits that will be payable will not exceed any actual charges.

** Subject to increases due to inflation coverage, if any.

*** This amount includes the additional administrative cost for payment of premium other than annually.

TABLE OF CONTENTS

FACE PAGE

SCHEDULE OF BENEFITS

SECTION 1 – CONSIDERATION & POLICY

EFFECTIVE DATE

SECTION 2 – BENEFIT INFORMATION

- 2.1 ELIGIBILITY FOR THE PAYMENT OF BENEFITS
- 2.2 LIMITATIONS OR CONDITIONS ON THE PAYMENT OF BENEFITS
 - Plan of Care
 - Elimination Period
- 2.3 AMOUNT OF BENEFIT PAYMENTS
- 2.4 CARE COORDINATION
- 2.5 FACILITY BENEFIT SERVICES
 - Nursing Facility Care
 - Assisted Living Facility Care
 - Alzheimer's Facility Care
 - Inpatient Hospice Care
 - Bed Reservation
- 2.6 HOME AND COMMUNITY BENEFIT SERVICES
 - Home Care
 - Home Health Care
 - Homemaker Services
 - Adult Day Care
 - Outpatient Hospice Care
 - Respite Care
 - Stay at Home
 - Caregiver Training
 - Durable Medical Equipment
 - Home Modification
 - Emergency Response System
 - Assistive Devices or Technology
- 2.7 OTHER BENEFITS
 - World Wide Coverage
 - Substitute Services
 - Future Purchase Option

SECTION 3 – EXCLUSIONS

- 3.1 EXCLUSIONS
- 3.2 NON-DUPPLICATION
- 3.3 OTHER COVERAGE WITH US

SECTION 4 – CLAIMS PROVISIONS

- 4.1 NOTICE OF CLAIM
- 4.2 CLAIM FORMS
- 4.3 WRITTEN PROOF OF LOSS
- 4.4 TIME OF PAYMENT OF CLAIMS

SECTION 4, continued

- 4.5 PAYMENT OF CLAIMS
- 4.6 ADJUSTMENT OF CLAIMS
- 4.7 ASSIGNMENT OF BENEFIT PAYMENTS
- 4.8 PHYSICAL EXAMINATIONS
- 4.9 LEGAL ACTIONS
- 4.10 APPEAL PROCEDURE

SECTION 5 – PREMIUMS

- 5.1 PREMIUM PAYMENT OPTIONS
- 5.2 PREMIUM AMOUNT CHANGES DUE TO A CHANGE IN COVERAGE
- 5.3 PREMIUM RATE CHANGES
- 5.4 WAIVER OF PREMIUM
- 5.5 SPOUSE OR PARTNER WAIVER OF PREMIUM
- 5.6 PREMIUM RATE INCREASE PROTECTION
 - Contingent Benefit Upon Lapse
 - Triggers For a Substantial Premium Increase

SECTION 6 – TERMINATION PROVISIONS

- 6.1 TERMINATION OF BENEFIT PAYMENTS
- 6.2 LAPSE OR TERMINATION
 - Grace Period
 - Notice of Intent to Terminate
 - Termination of Coverage
- 6.3 EXTENSION OF BENEFITS

SECTION 7 – GENERAL PROVISIONS

- 7.1 CHANGES IN COVERAGE
- 7.2 ENTIRE CONTRACT
- 7.3 CONFORMITY WITH LAWS
- 7.4 MISSTATEMENT OF AGE
- 7.5 CLERICAL ERROR
- 7.6 PRO-RATA PREMIUM REFUND AT DEATH
- 7.7 REINSTATEMENT OF POLICY
- 7.8 REINSTATEMENT DUE TO UNINTENTIONAL LAPSE
- 7.9 INCONTESTABILITY
- 7.10 UNPAID PREMIUMS

SECTION 8 - GLOSSARY

Terms *italicized* in the Policy are defined in the Glossary.

SECTION 1 – CONSIDERATION AND POLICY EFFECTIVE DATE

In this Policy, “you,” “your” and “yours” refer to the Insured named in the Schedule of Benefits (“Schedule”). The “Company,” “we,” “our” and “us” refer to CUNA Mutual Insurance Society.

We insure you. We will pay the benefits provided in this Policy for *losses* that begin while this Policy is in force. All benefits are subject to all the terms and conditions stated in this Policy including any amendment, endorsement or rider which may be attached to and made a part of this Policy.

Consideration: This Policy is issued in consideration of any required application which is attached and the payment of the *initial premium*, subject to all the terms and conditions stated in this Policy. The modal *premium* is shown in the Schedule. The *initial premium* is due on or before the Policy Effective Date.

Policy Effective Date: Your insurance will begin on the Policy Effective Date shown in the Schedule. All periods of insurance begin at 12:01 a.m. based on the time zone in the place where you reside.

SECTION 2 - BENEFIT INFORMATION

2.1 ELIGIBILITY FOR THE PAYMENT OF BENEFITS

While you are insured under this Policy, you will be eligible to receive benefit payments for expenses incurred for covered *qualified long-term care services* if you are certified as a *chronically ill individual* within the preceding 12-month period.

Chronically ill individual means an individual who is certified by a *care coordinator* or another *licensed health care practitioner* as:

1. expected to be unable to perform, without *substantial assistance* from another individual, at least two *activities of daily living (ADLs)* for a period of at least 90 days, due to a loss of functional capacity; or
2. requiring *substantial supervision* by another person to protect himself or herself from threats to health and safety due to *severe cognitive impairment*.

You may choose to have the *care coordinator* prepare the assessment of your *loss*, provide the certification and develop your *plan of care*. If so, refer to Section 2.4 “CARE COORDINATION” for information about the steps in the Care Coordination process.

You may choose to have a *licensed health care practitioner* other than the *care coordinator* perform your assessment and certify that you are a *chronically ill individual*. If you choose to do so:

1. arrangement for the services of the other *licensed health care practitioner* must be done by you or by your representative;
2. the terms of the services provided are strictly between you and the other *licensed health care practitioner* and the cost for such services will be at your expense;
3. a copy of your certification and *plan of care* must be sent to the address shown in Section 2.4 under “Step 1: Contact the *Care Coordinator*”; and
4. you will be responsible for providing us with an annual re-certification of your status as a *chronically ill individual* at your expense prior to each anniversary of your original certification. A *licensed health care practitioner* must provide this re-certification.

2.2 LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS

Plan of Care: For benefits to be paid, the *qualified long-term care services* you receive must:

1. be included in your *plan of care* prepared by the *care coordinator* or another *licensed health care practitioner*;
2. be covered under this Policy; and
3. begin on or after your Policy Effective Date.

Elimination Period: You have a lifetime Elimination Period. This means once you have satisfied your Elimination Period you will never be required to satisfy it again.

You must receive *qualified long-term care services* for the number of days shown as the Elimination Period before benefits are payable. The Elimination Period is shown in the Schedule. Once you have satisfied the Elimination Period, benefits will become payable for covered *qualified long-term care services* you receive during any *period of care* from that date forward.

1. The Elimination Period begins with the first day, during your first *period of care* that you receive *qualified long-term care services* that are included in your *plan of care* and covered under this Policy. The Elimination Period can be met by any combination of covered *qualified long-term care services*.
2. Any days applied toward satisfaction of the Elimination Period need not be consecutive.
3. The Elimination Period **does not** have to be satisfied to receive Inpatient Hospice Care, Outpatient Hospice Care, Respite Care or Stay at Home benefits.
4. Days for which benefits are paid for Inpatient Hospice Care, Outpatient Hospice Care, Respite Care or Stay at Home benefits **will not** be applied to satisfy the Elimination Period.

2.3 AMOUNT OF BENEFIT PAYMENTS

Benefit payments will be made for expenses incurred for covered *qualified long-term care services* you receive while you are insured under this Policy.

The Maximum Monthly Benefit for all Facility Benefit Services and all Home and Community Benefit Services are shown in the Schedule. Maximum Monthly Benefit means the maximum amount per calendar month. The Bed Reservation and Respite Care benefits are subject to additional limitations as shown in the Schedule. The Stay at Home and World Wide Coverage benefits are subject to the lifetime Maximum Benefit limits shown in the Schedule.

The amount of your benefit payment per month will equal the lesser of:

1. the Maximum Monthly Benefit amount shown in the Schedule for the type of service received; or
2. the sum of the actual charges incurred during the calendar month for the covered service.

You may receive any combination of *qualified long-term care services* covered under this Policy. If you receive both Facility Benefit Services and Home and Community Benefit Services during a calendar month and the Maximum Monthly Benefit amounts are different, the largest Maximum Monthly Benefit will apply to all services combined for that month.

We will send a payment each month for the days you were eligible to receive benefit payments during the prior month. All benefit payments made will be paid in United States currency.

The Maximum Benefit that will be paid for all *qualified long-term care services* covered under this policy is shown in the Schedule. This benefit limit applies to all benefits paid during your lifetime while you are insured under this Policy and to all *periods of care* which occur while you are insured.

2.4 CARE COORDINATION

This feature of your Policy provides you with the knowledge, training and experience of a *care coordinator*.

IF YOU CHOOSE TO USE CARE COORDINATION, THE STEPS IN THE CARE COORDINATION PROCESS ARE:

Step 1: Contact the *Care Coordinator*. To start the development of your *plan of care*, you, your family, your *physician* or your designated representative must contact the *care coordinator*. The *care coordinator* should be contacted as soon as it becomes necessary for you to receive *qualified long-term care services* due to a *loss*.

Contact the *care coordinator* through:

CHCS Services, Inc.
LTC Claims Department
3050 Universal Blvd., Suite 150
Weston, Florida 33331

Telephone: 1-866-245-7133
Ask for Long Term Care Solutions

Step 2: Assessment and Certification. The *care coordinator* will prepare a comprehensive assessment of your *loss* to determine if you are a *chronically ill individual*.

If the assessment shows that you are a *chronically ill individual*, the *care coordinator* will certify you as such and prepare a *plan of care* for you.

Step 3: Preparation of the *Plan of Care*. Working with your *physician*, the *care coordinator* will identify in your *plan of care* the type and frequency of services you will require and indicate the length of time you are expected to need the *qualified long-term care services*.

You or your designated representative, your *physician* and the Company must agree that the *plan of care* is appropriate to meet your needs.

Your *plan of care* may include any combination of the levels of care and services described in this Policy. Your *plan of care* may also include services which are not covered under this policy.

Step 4: Coordinating Services. The *care coordinator* reviews your needs and resources and can provide information on appropriate services. You will select the provider to perform the services that you need.

Step 5: Monitoring the *Plan of Care*. After your *qualified long-term care services* have begun and while you are receiving benefits under this Policy, the *care coordinator* will periodically assess the appropriateness of services you are receiving based on your functional capacity and cognitive ability. Monitoring your *plan of care* ensures that if your needs for *qualified long-term care services* change, your *plan of care* will be changed to meet those needs. The *care coordinator* will:

1. determine whether your *plan of care* continues to be appropriate;
2. recommend necessary changes; and
3. provide the required annual re-certification that you continue to be a *chronically ill individual*.

The *care coordinator* may suggest local community resources to enhance your *plan of care*.

Step 6: If your *period of care* ends and you again need *qualified long-term care services*, a new *plan of care* can be established if:

1. you are again certified as a *chronically ill individual*;
2. your Maximum Benefit has not been exhausted; and
3. this Policy is still in force.

You, your family, your *physician* or your designated representative should contact the *care coordinator*, as described in Step 1.

2.5 FACILITY BENEFIT SERVICES

The Maximum Monthly Benefit amount payable for expenses incurred during any one calendar month for confinement in a facility (or facilities) will equal the lesser of:

1. the Maximum Monthly Benefit for Facility Benefit Services; or
2. the sum of all actual charges incurred during the calendar month for the covered service.

The Maximum Monthly Benefit amount for all Facility Benefit Services and other benefit limits are shown in the Schedule.

Nursing Facility Care: The Nursing Facility Care benefit will be paid for the period of time you are confined in a *nursing facility* if:

1. you are receiving *skilled nursing care, intermediate care* or *custodial care*;
2. the care you are receiving is the most appropriate level of care to meet your needs; and
3. you have satisfied the Elimination Period and the requirements described in the Eligibility for the Payment of Benefits provision of this Policy.

Assisted Living Facility Care: The Assisted Living Facility Care benefit will be paid for the period of time you are confined in an *assisted living facility* if:

1. you are receiving *assisted living facility care*;
2. the care you are receiving is the most appropriate level of care to meet your needs; and
3. you have satisfied the Elimination Period and the requirements described in the Eligibility for the Payment of Benefits provision of this Policy.

Alzheimer's Facility Care: The Alzheimer's Facility Care benefit will be paid for the period of time you are confined in an *Alzheimer's facility* if:

1. you are receiving *Alzheimer's facility care*;
2. the care you are receiving is the most appropriate level of care to meet your needs; and
3. you have satisfied the Elimination Period and the requirements described in the Eligibility for the Payment of Benefits provision of this Policy.

Inpatient Hospice Care: The Inpatient Hospice Care benefit will be paid for the period of time you are confined in a *hospice* facility on an inpatient basis if:

1. you are receiving *hospice care* provided by a *hospice* facility;
2. your *physician* certifies that you are terminally ill and you are not expected to live longer than six months; and
3. you have satisfied the requirements described in the Eligibility for the Payment of Benefits provision of this Policy.

You will not be required to satisfy your Elimination Period to receive benefits for inpatient *hospice care*. Days for which *hospice care* benefits are paid **will not** be applied to satisfy your Elimination Period.

In no event will the Inpatient Hospice Care Benefit be paid for any expenses incurred for *hospice care* services provided after the date of your death.

Bed Reservation: If you are receiving *nursing facility, assisted living facility, Alzheimer's facility* or inpatient *hospice* benefit payments and are absent from the facility for any reason, we will pay the charge to reserve your accommodations in the facility. The bed reservation benefit will not be paid for more than 30 days in any calendar year.

2.6 HOME AND COMMUNITY BENEFIT SERVICES

The Maximum Monthly Benefit amount payable for expenses incurred during any one calendar month for all types of Home and Community Benefit Services combined (other than *stay at home services*) will equal the lesser of:

1. the Maximum Monthly Benefit for Home and Community Benefit Services; or
2. the sum of all actual charges incurred during the calendar month for the covered service.

The Stay at Home benefit is subject to a lifetime maximum amount. Benefit amounts paid for *stay at home services* are not subject to the Maximum Monthly Benefit amount for Home and Community Benefit Services but will reduce the Maximum Benefit amount for your Policy.

The Maximum Monthly Benefit amount for all Home and Community Benefit Services and other benefit limits are shown in the Schedule.

Home Care and Home Health Care: The Home Care and Home Health Care benefit will be paid if:

1. you are receiving *home care* or *home health care*; and
2. the services you receive are the most appropriate level of care required to meet your needs; and
3. you have satisfied the Elimination Period and the requirements described under the Eligibility for the Payment of Benefits provision of this Policy.

Homemaker Services: The Homemaker Services benefit will be paid if:

1. you are receiving *homemaker services*;
2. the services you receive are the most appropriate level of care required to meet your needs; and
3. you have satisfied the Elimination Period and the requirements described under the Eligibility for the Payment of Benefits provision of this Policy.

Adult Day Care: The Adult Day Care benefit will be paid if:

1. *adult day care* is the most appropriate level of care required to meet your needs;
2. you are receiving the services of an *adult day care facility*; and
3. you have satisfied the Elimination Period and the requirements described under the Eligibility for the Payment of Benefits provision of this Policy.

Outpatient Hospice Care: The Outpatient Hospice Care benefit will be paid for the period of time you receive *hospice care* in your home on an outpatient basis if:

1. you are receiving outpatient *hospice care* provided by a *hospice* agency;
2. your *physician* certifies that you are terminally ill and that you are not expected to live longer than six months; and
3. you have satisfied the requirements described under the Eligibility for the Payment of Benefits provision of this Policy.

You will not be required to satisfy your Elimination Period to receive benefits for outpatient *hospice care*. Days for which *hospice care* benefits are paid **will not** be applied to satisfy your Elimination Period.

In no event will the Outpatient Hospice Care Benefit be paid for expenses incurred for outpatient *hospice care* services after the date of your death.

Respite Care: The Respite Care benefit allows you to stay in your home by reimbursing you for the cost of covered services when your unpaid primary caregiver is temporarily unable to care for you.

The *respite care* benefit pays for *home care*, *home health care*, *adult day care* or outpatient *hospice care* and is paid without regard to other benefits paid under this Policy for such care.

The *respite care* benefit will be paid if you have satisfied the requirements described under the Eligibility for the Payment of Benefits provision of this Policy. You will not be required to satisfy your Elimination Period to receive benefits for respite care. Days for which benefits are paid for *respite care* **will not** be applied to satisfy your Elimination Period. This benefit is limited to 30 days per calendar year.

If you will require confinement in a facility covered under this Policy while your unpaid primary caregiver is temporarily unable to care for you, see Section 2.5 for coverage information for that type of facility.

Exception: If the appropriate service (*home care, home health care, adult day care* or outpatient *hospice care*) is not available to provide *respite care*, we may pay benefits for temporary coverage in a facility while your unpaid primary caregiver is temporarily unable to care for you. Confinement must be in a facility that is an eligible facility according to the terms of this Policy. In such a case, you will not be required to satisfy the lifetime Elimination Period before *respite care* benefits are paid. If you are transferred to a facility at a later date because of a change in your *plan of care*, you must satisfy your lifetime Elimination Period at that time before benefits will be paid for the facility care.

Stay at Home: The Stay at Home benefit will be paid if:

1. you are receiving *stay at home services*;
2. the services you receive are the most appropriate level of care required to meet your needs; and
3. you have satisfied the requirements described in the Eligibility for the Payment of Benefits provision of this Policy.

You will not be required to satisfy your Elimination Period to receive benefits for *stay at home services*. Days for which *stay at home services* are paid **will not** be applied to satisfy your Elimination Period.

The lifetime maximum amount we will pay for all *stay at home services* combined for the entire time you are covered under this Policy:

1. will be determined on the date you first access the benefit;
2. will be equal to $\frac{2}{3}$ of your Home and Community Benefit Services Maximum Monthly Benefit on that date; and
3. will not be affected by any increase or decrease in your Home and Community Benefit Services Maximum Monthly Benefit which occurs after the date you first access the benefit.

Stay at home services include the following:

A. Caregiver Training: A benefit will be paid for the training of any person during your *period of care* if:

1. such person is instructed in basic care giving techniques to learn to care for your particular needs identified in your *plan of care*; and
2. such person is not a licensed provider eligible to receive any other benefit under this Policy.

We will make benefit payments for caregiver training when we receive a copy of the instruction plan and a bill for training fees. Benefit payments will be paid directly to the school, educational facility or other provider of the caregiver training.

B. Durable Medical Equipment: A benefit will be paid for the rental of *durable medical equipment*. This benefit provision also provides for the purchase of *durable medical equipment* or accessories needed to operate it if we are shown that:

1. it is likely to cost less to buy such equipment than to rent it; or
2. such equipment cannot be rented.

C. Home Modification: A benefit will be paid for eligible home modifications that will improve your ability to perform *activities of daily living (ADLs)* and allow you to live safely and independently in your home.

A benefit will be paid for the following home modifications:

1. purchase and installation of ramps for wheelchair access;
2. purchase and installation of stair lifts;
3. purchase and installation of shower bars;
4. widening doorways; or
5. other similar accessibility modifications that may be made to improve your ability to perform the *ADLs*.

This benefit provision does not provide for the following home modifications:

1. purchase and/or installation of a hot tub;
2. purchase and/or installation of a swimming pool;
3. home repair or maintenance; or
4. any other modifications that may, other than incidentally, increase the value of your home.

D. Emergency Response System: A benefit will be paid for installation and use of an *emergency response system* on a monthly basis.

E. Assistive Devices or Technology: A benefit will be paid for the purchase or rental of the following *assistive devices or technology*:

1. adaptations to eating and dressing utensils;
2. remote health monitoring technologies;
3. shoes with sensors that will track your location or monitor the health condition of your feet;
4. “wandering” products (door alarms, banners, rugs with messages, etc); or
5. other similar monitoring devices or technology that will assist you with the *ADLs* or will assist your caregiver in providing the *substantial supervision* required due to your *severe cognitive impairment*.

2.7 OTHER BENEFITS

A. World Wide Coverage: We will reimburse you for expenses you incur for services equivalent to those covered under this Policy when you receive such services outside the United States, its possessions or territories or Canada. You will be responsible for providing sufficient documentation to allow us to verify that you have received equivalent services and have satisfied the Elimination Period and the requirements described in the Eligibility for the Payment of Benefits provision of this Policy.

The maximum monthly benefits and limits shown on the Schedule apply to the equivalent service received under this provision. The lifetime maximum for this benefit is equal to 365 days.

All benefit payments made to you will be paid in United States currency.

B. Substitute Services: Your *plan of care* may identify a type of service, device or type of care for which no benefits are payable under your Policy. We may agree to provide benefits for the type of service, device or type of care. Benefits may be payable if:

1. the substitute service, device or type of care would be considered a *qualified long-term care service*;
2. the substitute service, device or type of care is in lieu of a service which is described in this Policy;
3. the substitute service, device or type of care is a less costly alternative form of treatment; and
4. you or your designated representative, and we agree that the substitute service, device or type of care is appropriate to meet your needs.

The benefit limits payable for Substitute Services are the same as the type of service the Substitute Service is in lieu of.

Benefit payments for any such substitute service, device or type of care are subject to the maximum benefit provisions of this Policy. Our decision to provide benefits under this Substitute Services provision that are not normally covered will not change any other provision of this Policy, nor will it be construed as a waiver of our right to administer this Policy in strict accordance with its terms in other situations.

C. Future Purchase Option: This option is not available if you choose the Limited Payment Option described under Section 5.1 “PREMIUM PAYMENT OPTIONS” provision of this Policy and is not applicable if you are *age* 70 or older on your Policy Effective Date.

Option Date means the *policy anniversary* on or next following your 55th, 60th, 65th and 70th birthdays.

If you are eligible as described below, we will provide you with an option to increase your Facility Benefit Services Maximum Monthly Benefit amount:

1. by 10% on the Option Dates following your 55th and 70th birthdays; and
2. by 15% on the Option Dates following your 60th and 65th birthdays.

You may elect or decline each offer at the time the offer is made. If you do not elect the option during the time allowed, you will lose the option for that *policy anniversary*. If you are eligible for a subsequent offer, we will make that offer regardless of whether you accepted, declined, or were ineligible for the prior offer.

We will send you notice of the offer before each Option Date. You will have 30 days after your Option Date to notify us that you wish to exercise your option to purchase the additional insurance. Evidence of insurability will not be required. Evidence of insurability means information about your medical history.

We will increase your Facility Benefit Services Maximum Monthly Benefit amount effective as of the Option Date if:

1. you notify us in writing no later than 30 days after the Option Date that you wish to exercise your option; and
2. you pay the additional *premium* for the increased benefit amount.

The additional *premium* for the increased benefit amount is due on the Option Date and will be based on:

1. your attained *age* as of the Option Date;
2. the premium rates then in effect for your Policy; and
3. the amount of the increase to the Facility Benefit Services Maximum Monthly Benefit on that Option Date.

When your Facility Benefit Services Maximum Monthly Benefit amount is increased under this provision, all other Maximum Monthly Benefit amounts and your Maximum Benefit amount as reduced by claims paid will also be increased proportionally.

You will not be eligible for the Future Purchase Option:

1. during your Elimination Period or while you are receiving benefits; or
2. if your coverage is extended under any of the following Policy provisions:
 - a. the Nonforfeiture Benefit Rider if included in your Policy or the Contingent Benefit Upon Lapse provision if the Nonforfeiture Benefit Rider is not part of your Policy; or
 - b. the Extension of Benefits provision.

SECTION 3 – EXCLUSIONS

3.1 EXCLUSIONS

We will not pay benefits for expenses incurred for any of the following:

1. alcoholism and drug addiction;
2. illness, treatment, or medical condition arising out of:
 - a. war or act of war (whether declared or undeclared);
 - b. participation in a felony, riot, or insurrection;
 - c. service in the armed forces or units auxiliary thereto; or
 - d. suicide (sane or insane), attempted suicide or intentionally self-inflicted injury;
3. treatment provided in a government facility (unless otherwise required by law);
4. confinement in a *hospital*, except a *nursing facility* or *hospice* that is a distinct part of the *hospital*;
or
5. services for which no charge is normally made in the absence of insurance.

3.2 NON-DUPLICATION

We will not pay benefits for expenses incurred that are reimbursable under any of the following;

1. *Medicare* or would be so reimbursable but for the application of a deductible or coinsurance amount;
2. a governmental program (except Medicaid);
3. any state or federal workers' compensation, employer's liability or occupational disease law; or
4. any motor vehicle no-fault law.

3.3 OTHER COVERAGE WITH US

We may reduce benefits payable under this Policy for expenses incurred for covered *qualified long-term care services* if we also pay benefits for expenses incurred under another Policy issued by us. This applies to policies providing long-term care insurance, including policies providing nursing home and/or home care coverage.

Benefits will be reduced under this Policy only when payment under this Policy and another Policy issued by us, when combined, would result in our paying more than the expense you actually incur for such services. In no event will we pay more under this Policy than the difference between your actual expenses and the amount payable by your other policies with us.

In addition, if you are insured under more than one individual long-term care insurance Policy issued by us, the Policy with the earliest effective date of coverage will be deemed primary coverage and pay first. Thereafter, payment will be made under any additional Policy (deemed secondary coverage) in order of effective date, from the earliest to the latest.

SECTION 4 – CLAIMS PROVISIONS

4.1 NOTICE OF CLAIM

Written notice of claim must be sent to us at [3050 Universal Blvd., Suite 150, Weston, FL 33331] or to our Insurance Producer, within 30 days after a *loss* begins or as soon as it is reasonably possible to do so. Such notice must include your name and policy number.

4.2 CLAIM FORMS

After we receive your notice of claim, we will send you claim forms within 15 days. If we do not send the forms within 15 days, you can send us written proof describing the nature and the extent of your *loss*. You must send such proof within the time limit stated in the Written Proof of Loss provision of this Policy.

4.3 WRITTEN PROOF OF LOSS

Written proof of *loss* must be sent to us within 90 days after your *loss* begins or after the termination of the period for any continuing *loss* for which this Policy provides periodic payment. If it is not reasonably possible to give such proof in the time required, your claim will not be affected if proof is sent as soon as reasonably possible. In any event, unless you are legally incapacitated, proof must be sent no later than one year after the time stated in the above provisions.

4.4 TIME OF PAYMENT OF CLAIMS

After we receive written proof of *loss* acceptable to us, we will pay any benefits then due:

1. monthly when the *loss* is expected to result in on-going benefits; or
2. immediately, when our liability has ended.

4.5 PAYMENT OF CLAIMS

Benefit payments will be paid to you, if living; otherwise, to the administrator(s) or executor(s) of your estate.

4.6 ADJUSTMENT OF CLAIMS

We have the right to adjust any overpayment or underpayment made because of an error in the processing of a claim. Any overpayment, if not reimbursed by the time another benefit is payable, will reduce the benefit amount then due. Any underpayment will be paid immediately upon notification and proof that an error has been made.

4.7 ASSIGNMENT OF BENEFIT PAYMENTS

When you send us written proof of *loss*, you may instruct us to pay any benefit due under this Policy directly to a person or organization that provided your care. Any direct payment we make in good faith will discharge our liability under this Policy for the payment of that benefit. No assignment of any kind will bind us without our written consent.

4.8 PHYSICAL EXAMINATIONS

We have the right to have a *physician* of our choice examine you as often as reasonably necessary while your claim is being paid. Any such examinations will be made at our expense.

4.9 LEGAL ACTIONS

No legal action can be brought to recover on this Policy until 60 days after the date written proof of *loss* was given. No action at law or in equity may be brought to recover on this Policy after three years from the date written proof of *loss* is required to be furnished.

4.10 APPEAL PROCEDURE

If we deny a claim for benefit payments in whole or in part and you disagree with our determination, you or your designated representative have the right to appeal the determination, including:

1. the denial of your claim; and
2. the *care coordinator's* assessment of your *loss*.

You or your designated representative must request a formal review in writing within 60 days of receipt of the Explanation of Benefit Payments (EOB) form or other notification from us. For the purposes of this provision, the EOB will be deemed to have been received by you five days from the date on the EOB or other notification from us.

This written request must contain the following information:

1. your name;
2. your Policy Number;
3. other identifying information found on the face of the EOB form or other notification from us;
4. the reason(s) why you disagree with our denial of your claim; and
5. any information, document(s), or comments that you want to be considered.

We will notify you in writing of our determination within 60 days following our receipt of your request. We will provide a written explanation of the reasons for a denial and make available all information directly relating to such denial. If special circumstances require an extension of time, you will be notified of the reasons for the delay. The delay will be no more than an additional 60 days. Our final decision does not prevent you from taking further legal action.

SECTION 5 – PREMIUMS

The *premium* must be paid on each Premium Due Date shown on the Schedule.

5.1 PREMIUM PAYMENT OPTIONS

This Policy offers the following two premium payment options:

1. All Policy Years; or
2. Limited Pay Option, which means you must pay the *premium* when due until the later of:
 - a. your *policy anniversary* on or following the date you attain *age 65*; or
 - b. your 10th *policy anniversary*.

At the end of the Limited Pay period, your Policy will be paid-up and you will not be required to make any further *premium* payments.

The payment option you chose on your application will be indicated in the Premium Payment Option section of the Schedule.

5.2 PREMIUM AMOUNT CHANGES DUE TO A CHANGE IN COVERAGE

The amount of *premium* you pay for this coverage will not be changed due to a change in your *age* or health, or use of coverage under this Policy. However, additional, increased, decreased or terminated insurance will cause a change in the amount of *premium* you pay.

5.3 PREMIUM RATE CHANGES

The premium rate for this Policy is guaranteed not to change for the first ten years this Policy is in force. After this 10-year period, any change will be made only on a premium class basis; but only if we change them for all similar policies issued in the same state and on the same form as this Policy. Your premium rate will not be changed due to a change in your *age* or health, or use of coverage under this Policy. Rate changes will be effective on the next date a *premium* is due after a 60-day advance written notice of the rate change. Premium rates will not be changed more frequently than once in any 12-month period.

5.4 WAIVER OF PREMIUM

We will waive the next *premium* that becomes due during a *period of care* if:

1. you have been certified as a *chronically ill individual*;
2. your *plan of care* has been developed and received by us;
3. you have satisfied the Elimination Period; and
4. you are receiving benefits for covered *qualified long-term care services*.

When you are eligible for Waiver of Premium, we will automatically change your premium payment mode to monthly. *Premiums* will be waived on a monthly basis while you are receiving benefits. As long as you continue to receive benefits for *qualified long-term care services*, additional *premiums* will not be required.

Once you are no longer receiving benefits, you will again be required to pay *premiums*; we will automatically change your premium payment mode to the mode that was previously in effect. You will be billed for any pro-rata *premium* due to the change from monthly mode to your former premium payment mode.

5.5 SPOUSE OR PARTNER WAIVER OF PREMIUM

We will waive the next *premium* that comes due if:

1. your *spouse or partner's premium* is being waived as described in Section 5.4; and
2. both you and your *spouse or partner* have a Policy with us with the same policy form number and with issue dates within one year of each other.

When you are eligible for Spouse or Partner Waiver of Premium, we will automatically change your premium payment mode to monthly. *Premiums* will be waived on a monthly basis while your *spouse or partner* is receiving benefits. As long as your *spouse or partner* continues to receive benefits for *qualified long-term care services*, additional *premiums* will not be required.

This benefit will end and you will again be required to pay *premiums* on the earlier of the following:

1. the date your *spouse or partner's premium* is no longer being waived; or
2. the date your *spouse or partner's* policy terminates or lapses for any reason.

When this benefit ends we will automatically change your premium payment mode to the mode that was previously in effect. You will be billed for any pro-rata *premium* due to the change from monthly mode to your former premium payment mode.

5.6 PREMIUM RATE INCREASE PROTECTION

If you do not purchase a nonforfeiture benefit option rider, you have the following options every time we make a substantial premium rate increase:

1. you may reduce your Maximum Benefit, without the requirement of additional underwriting, so that required *premium* payments are not increased; or
2. continue your coverage under the Contingent Benefit Upon Lapse option described below.

A substantial premium rate increase will be deemed to have occurred if your annual *premium* after the increase exceeds your original annual *premium* as of the Policy Effective Date by a specific percentage. This specific percentage is called the Percent Increase Over Initial Premium. The percent increase that applies to you depends on your issue age. Percentages for all issue ages are shown below under “Triggers for a Substantial Rate Increase”. “Issue Age” means your *age* on the Policy Effective Date.

A *premium* amount change due to a change in coverage (increase or decrease) does not constitute a premium rate change. However, if there has been a change in coverage, for purposes of determining if a substantial premium rate increase has occurred, your original annual *premium* will be adjusted as follows:

1. if you purchase additional coverage, it will be increased by the *premium* amount related to the additional coverage; and
2. if you decrease your benefits, it will be decreased by the *premium* amount related to the decrease in benefits.

Contingent Benefit Upon Lapse: If your Policy lapses due to nonpayment of the required *premium* within 120 days of the due date of a substantial premium rate increase, this Policy will be continued under this Contingent Benefit Upon Lapse option without further *premium* payments.

This means that this Policy will continue automatically with the same level of benefits except for a reduction in your Maximum Benefit. No increases due to an Inflation Protection Rider, if included in this Policy, will be made after the end of the period for which *premiums* were last paid for this Policy.

Your reduced Maximum Benefit will equal the greater of:

1. 100% of the sum of all *premiums* paid, including the *premiums* paid prior to any changes in benefits; or
2. the Facility Benefit Services Maximum Monthly Benefit amount.

Triggers For A Substantial Rate Increase:

| Percent Increase Over Initial Premium | | Percent Increase Over Initial Premium | | Percent Increase Over Initial Premium | |
|---|------|---|-----|---|-----|
| Issue Age | | Issue Age | | Issue Age | |
| 29 and under | 200% | 66 | 48% | 79 | 22% |
| 30-34 | 190% | 67 | 46% | 80 | 20% |
| 35-39 | 170% | 68 | 44% | 81 | 19% |
| 40-44 | 150% | 69 | 42% | 82 | 18% |
| 45-49 | 130% | 70 | 40% | 83 | 17% |
| 50-54 | 110% | 71 | 38% | 84 | 16% |
| 55-59 | 90% | 72 | 36% | 85 | 15% |
| 60 | 70% | 73 | 34% | 86 | 14% |
| 61 | 66% | 74 | 32% | 87 | 13% |
| 62 | 62% | 75 | 30% | 88 | 12% |
| 63 | 58% | 76 | 28% | 89 | 11% |
| 64 | 54% | 77 | 26% | 90 and over | 10% |
| 65 | 50% | 78 | 24% | | |

SECTION 6 – TERMINATION PROVISIONS

The Extension of Benefits provision below may apply when your coverage would otherwise terminate in accordance with the terms of this section.

6.1 TERMINATION OF BENEFIT PAYMENTS

Eligibility for benefit payments will end at 12:01 a.m. based on the time zone in the place where you reside, on the earliest of the following dates:

1. the date the certification that you are a *chronically ill individual* expires;
2. the date your Maximum Benefit is exhausted;
3. the date your *plan of care* ends; or
4. the date this Policy terminates.

6.2 LAPSE OR TERMINATION

Grace Period: You will have a grace period of 65 days. This means that if a *premium* is not paid on or before the due date, it may be paid during the 65-day period following the Premium Due Date. During the grace period, the Policy will stay in force. This grace period does not apply to the *initial premium*.

Notice of Intent to Terminate: We will give 30 days notice of intent to terminate coverage to you and to any person designated by you if the *premium* is unpaid 30 days after the due date. The notice will be sent by first class United States mail. For the purposes of this provision, a notice will be deemed to have been received five days after the date of mailing. This 30-day notice period is part of the grace period.

The notice provided will include notification of your right to reduce your lifetime Maximum Benefit and reduce your *premium*. You will then have 30 days from the receipt of this notice to exercise this option to reduce your lifetime Maximum Benefit amount. The reduced lifetime Maximum Benefit amount will take into account any claims that have been paid before the option to reduce your lifetime Maximum Benefit was elected.

Termination of Coverage: Your coverage under this Policy will end at 12:01 a.m. based on the time zone in the place where you reside, on the earliest of the following dates:

1. the date your Policy terminates due to nonpayment of the required *premium*;
2. the date of your death;
3. the date your Maximum Benefit is exhausted; or
4. the date we receive your written request to terminate this Policy or a future date as requested by you.

Any *unearned premium* will be returned to you.

Your insurance will not be cancelled, non-renewed, or otherwise terminated by us because of your *age*, the deterioration of your mental or physical health or for any reason except as provided in this section.

6.3 EXTENSION OF BENEFITS

Termination of coverage will not affect any benefit payments payable for expenses incurred for confinement in a *nursing facility, assisted living facility, Alzheimer's facility or hospice facility* if:

1. the *loss* for which benefit payments are payable began while your coverage was in force and continues without interruption after the date your coverage would have terminated; and
2. your Maximum Benefit has not been exhausted.

When benefit payments are extended, they will be paid as if your coverage under this Policy had not ended.

Benefits will not be paid for expenses incurred for services received after the date confinement ends or after the date your Maximum Benefit is exhausted.

SECTION 7 – GENERAL PROVISIONS

7.1 CHANGES IN COVERAGE

If you want to make a change in coverage, notify us in writing. A new application may be required if the change is otherwise allowed. Changes in coverage will take effect at 12:01 a.m. based on the time zone in the place where you reside on the Change Effective Date.

You have the right to reduce your coverage by reducing your lifetime Maximum Benefit and lower the *premium* without providing evidence of insurability. The *premiums* for the reduced coverage will be based on your *age* used to determine the *premiums* for the coverage currently in force. Benefits cannot be increased or reduced to amounts other than the amounts that are available under the Policy for new issues.

You must make additional *premium* payments for the cost of increased coverage. Please refer to Section 5.2 for information on “PREMIUM AMOUNT CHANGES DUE TO A CHANGE IN COVERAGE.”

7.2 ENTIRE CONTRACT

This Policy is a legal contract between you and the Company. Our contract with you consists of the Policy, any attached riders, endorsements or amendments and applications. No one except a company officer can change or give up any of the rights or requirements in this Policy. Any change must be in writing.

7.3 CONFORMITY WITH LAWS

If any provision of the Policy is in conflict with any law or regulation to which it is subject, such provision is deemed amended to comply with the minimum requirements of such law or regulation.

7.4 MISSTATEMENT OF AGE

If your *age* is misstated, any benefit payable under this Policy will be the benefit the *premium* would have purchased at the correct *age*. If no coverage would have been provided, you will have no coverage and we will refund any *premiums* paid.

7.5 CLERICAL ERROR

We will not deny or extend coverage due to a clerical error. When a clerical error is found, we will make adjustments based on the true facts and terms of this Policy.

7.6 PRO-RATA PREMIUM REFUND AT DEATH

When we receive proof of your death, we will refund any *unearned premium*. The refund will cover the period from the date of your death to the next renewal date to which the *premiums* have been paid. We will make this payment to the administrator(s) or executor(s) of your estate.

7.7 REINSTATEMENT OF POLICY

If this Policy terminates because the *premium* was not paid during the grace period, you may request that we reinstate your coverage. You will be required to submit a Reinstatement Application and any past due *premium* must be paid to us.

If we approve your Reinstatement Application, the reinstatement effective date will be determined by us and will be no later than the 45th day following approval.

The reinstated Policy will cover a *period of care* due to a *loss* which occurs after the reinstatement effective date. All other rights under this Policy will be the same as they were before this Policy terminated; these rights are subject to any terms or conditions which relate to the reinstatement.

7.8 REINSTATEMENT DUE TO UNINTENTIONAL LAPSE

If this Policy terminates for failure to pay the *premium* when due and you (or a person designated to act for you) provide adequate proof to us that the lapse is because you were a *chronically ill individual* at the time of termination, coverage may be reinstated.

A request to reinstate coverage must be made within five months of the date the Policy terminated and any past due *premiums* must be paid to us. If we approve reinstated coverage, we will treat this Policy as if there had been no lapse in coverage.

7.9 INCONTESTABILITY

All statements made in the Application for Long-Term Care Insurance are representations and not warranties.

We may rescind this Policy or deny an otherwise valid claim if during the first six months this Policy is in force we find a misrepresentation in the Application that is material to acceptance for coverage.

Once this Policy has been in force for at least six months but less than two years, we may rescind this Policy or deny benefit payments for an otherwise valid claim if we find a misrepresentation that:

1. is material to the acceptance for coverage; and
2. pertains to the condition for which benefit payments are sought.

After this Policy is in force for at least two years, it may not be contested unless we can show that you knowingly and intentionally misrepresented relevant facts relating to your health.

We may not recover benefit payments in the event this Policy is rescinded due to contestability.

7.10 UNPAID PREMIUMS

If we pay a claim under this Policy, any *premium* due and unpaid may be deducted from the amount of the claim payment.

SECTION 8 - GLOSSARY

Terms defined in this glossary are shown in *italics* in the rest of the document.

Activities of Daily Living (ADLs) refer to certain basic daily tasks necessary to maintain a person's health and safety. In this Policy, *ADLs* refer to the activities described below:

Bathing means washing oneself by sponge bath; or in either a tub or a shower, including the task of getting into or out of the tub or shower.

Continence means the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

Dressing means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

Eating means feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

Toileting means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring means the ability to move into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair, cane, crutches, walker or other equipment.

Adult Day Care means a program for six or more persons, of social and health-related services provided during the day in a community or group setting. The purpose of the program is to support frail or impaired elderly, or other disabled adults who can benefit from care in a group setting outside the home.

Adult Day Care Facility means a facility which is licensed or certified, if required by the jurisdiction in which it is located, to provide *adult day care*. If a facility is not required to be licensed or certified by the jurisdiction in which it is located, we will recognize such facility if it provides *adult day care* as defined in this Policy.

Age means your age on your last birthday.

Alzheimer's Facility means a facility which engages primarily in providing ongoing care and related services in one location, and meets all of the following criteria:

1. is duly licensed or certified, if required, in the jurisdiction in which it is operating to provide 24-hour a day care and services sufficient to support needs resulting from Alzheimer's Disease or

- other types of dementia;
2. has an awake, trained and ready to respond employee on duty in the facility, at all times, to provide necessary care;
 3. provides appropriate security for its patients;
 4. provides three meals a day and accommodates special dietary needs;
 5. has written formal arrangements or otherwise ensures that patients receive the medical care services of a *physician* or *nurse* in case of *emergency*; and
 6. has appropriate methods and procedures to provide on-site assistance with prescription medications and to monitor your response to those medications.

Alzheimer's Facility Care means care or treatment received in an Alzheimer's facility.

Assisted Living Facility means a facility that is engaged primarily in providing ongoing care and related services to at least 10 inpatients in one location, and:

1. is licensed or certified, if required, by the jurisdiction in which it is operating to provide such care;
2. provides 24- hour-a-day care and services sufficient to support needs resulting from an inability to perform *ADLs* or from a *severe cognitive impairment*;
3. has trained and ready to respond employees on duty at all times to provide care;
4. provides meals and accommodates special dietary needs;
5. has formal arrangements for the services of a *physician* or *nurse* to furnish *emergency* medical care;
6. has appropriate methods and procedures for handling and administering drugs and biologicals;
7. is not, other than incidentally, a home for the mentally retarded, the mentally ill, the blind or the deaf, a hotel or boarding home; and
8. is not a *nursing facility*, *hospital*, clinic, or a place which operates primarily for the treatment of alcoholism or drug addiction.

These requirements are typically met by *assisted living facilities* that are either free standing facilities or part of a life-care community. They may also be met by some personal care and adult congregate care facilities. They are generally NOT met by individual homes or independent living units.

Assisted Living Facility Care means care received in an *assisted living facility*.

Assistive Devices or Technology means adaptive tools, devices, or technology that assist a person with *activities of daily living (ADLs)* or will assist a caregiver in providing the *substantial supervision* required due to a person's *severe cognitive impairment*.

Care Coordinator means a *licensed health care practitioner* provided for you by the Company to perform the steps in the care coordination process. The *care coordinator* is provided at no additional cost to you. The *care coordinator*, although provided by the Company, is not an employee of the Company.

Chronically Ill Individual means an individual who is certified by a *care coordinator* or another *licensed health care practitioner* as:

1. expected to be unable to perform, without *substantial assistance* from another individual, at least two *activities of daily living (ADLs)* for a period of at least 90 days, due to a loss of functional capacity; or

2. requiring *substantial supervision* by another person to protect himself or herself from threats to health and safety due to *severe cognitive impairment*.

A *chronically ill individual* will not include any person otherwise meeting the requirements of this definition, unless a *licensed health care practitioner* has certified, in writing within the preceding 12 months, that such person meets these requirements.

Custodial Care means that level of care which is mainly for the purpose of performing the *ADLs*. It may be provided by persons without professional skills or training. Such care is intended to:

1. maintain and support your existing level of health; and
2. preserve your health from further decline.

It is not primarily for your own or your family's convenience.

Durable Medical Equipment means equipment that is:

1. made to withstand repeated use;
2. made for and mainly used to treat a condition that results in a person being a *chronically ill individual*;
3. suited for use in the home;
4. not normally of use to a person who is not a *chronically ill individual*;
5. not an item commonly found in the household;
6. not for athletic training; and
7. not for the convenience of you or your family.

Emergency means the sudden onset of an injury or sickness or an abrupt change in health status, which requires immediate medical services the lack of which means risk of permanent damage to your health.

Emergency Response System means a communication system that is:

1. installed in a person's home; and
2. is used to call for assistance in the event of a medical *emergency*.

It does not mean a home security system.

Family Member means your *spouse or partner*, daughter, son, father, mother, sister, brother, granddaughter, grandson or in-laws.

Hands-on Assistance means the physical assistance of another person without which you would be unable to perform the *ADL*.

Home Care means medical and non-medical services provided to you in your home to assist you with the *activities of daily living (ADLs)* or to provide *substantial supervision* due to your *severe cognitive impairment*. *Home care* may be provided by an *independent home care provider* or by persons working under the supervision of a *home care agency* or a *home health care agency*. *Home care* also includes assisting with:

1. ambulation and exercise;
2. self-administered medications;
3. reporting changes in your condition and needs;
4. completing appropriate records; and
5. other services needed to maintain or improve your functional ability.

Home Care Agency means an agency or organization which provides *home care* and:

1. is licensed or certified, if required by the jurisdiction in which it is located, or is accredited by:
 - a. the National Home Caring Council, a Division of the Foundation for Hospice and Home Care;
 - b. the Joint Commission on Accreditation of Health Care Organizations; or
 - c. the National League for Nursing;
2. is supervised by a qualified professional such as a Registered Nurse or a *licensed social worker*;
3. whose employees receive appropriate specialized training; and
4. keeps *plan of care* records, including *physician's* orders where appropriate, on all patients.

Home Health Care means a program of professional, paraprofessional or skilled care for medical or non-medical services provided through a *home health care agency* to you in your home. *Home health care* may include any of the following services:

1. nursing services provided by a:
 - a. Registered Nurse;
 - b. Licensed Practical Nurse;
 - c. Licensed Vocational Nurse; or
 - d. Licensed Public Health Nurse;
2. physical therapy;
3. speech therapy;
4. respiratory therapy; or
5. occupational therapy.

Home health care does not include services provided to you while you are confined in a *hospital*, *nursing facility*, *assisted living facility* or any other facility which charges for room and board.

Home Health Care Agency means an agency or organization which provides *home care* or *home health care*, and:

1. is supervised by one or more:
 - a. *physicians*;
 - b. Registered Nurses; or
 - c. *licensed social workers*;
2. keeps clinical records on all patients; and
3. is licensed, certified or approved by the law of the jurisdiction as a *home health care agency*.

Homemaker Services means services provided in your home to assist you with activities necessary to or consistent with your ability to remain in your residence. *Homemaker services* may be provided by a

person with or without professional skills or training who we agree is capable of providing the necessary services and is named in your *plan of care*. The *homemaker services* provider cannot be a *family member*. The services may include:

1. meal preparation;
2. light housekeeping (such as care and cleaning of the house clothing and linens);
3. shopping for food and other necessities; and
4. providing transportation to essential service facilities.

Services for which no charge is normally made in the absence of insurance will not be covered.

Hospice means a facility or agency that:

1. is licensed or certified to provide a *hospice care program*; and
2. is primarily devoted to the care of terminally ill patients and their families.

Hospice Care means any service that a licensed *hospital*, *home care agency*, *home health care agency*, *nursing facility*, *Alzheimer's facility*, *assisted living facility*, *agency* or *hospice* provides under a *hospice care program*.

Hospice Care Program means a coordinated program primarily concerned with pain and symptom control of people who are terminally ill. It provides palliative and supportive medical, nursing, and other health services through home or inpatient care to:

1. individuals who have no reasonable prospect of a cure and have a life expectancy of less than six months, as estimated by a *physician*; and
2. the families of those individuals.

Hospital means an institution which:

1. is duly licensed as a hospital by the jurisdiction in which it is located;
2. is operating within the scope of its license when rendering services for care and treatment for which a charge is made; and
3. provides:
 - a. for the care and treatment of injured or sick persons on a resident or inpatient basis;
 - b. for diagnosis and surgery under the supervision of a staff of one or more *physicians*; and
 - c. 24-hour nursing services by Registered Nurses on duty or call.

Such institution must be accredited as a hospital by either the Joint Commission on Accreditation of Hospitals or the Bureau of Hospitals of the American Osteopathic Association.

Hospital does not mean a place or any part of a place, even if it is called a *hospital*, that is operated mainly for rest, convalescence, nursing, extended care, care of the aged, care or treatment of drug addicts or the care or treatment of alcoholics.

A *hospital* operated mainly for the treatment of mental disorders, but lacking surgical facilities, will qualify if it meets all the other requirements of this definition.

Independent Home Care Provider means a care provider who is not employed by a *home care agency* or a *home health care agency* who meets one of the following criteria:

1. *nurse*;
2. *licensed health care practitioner*;
3. *licensed social worker*; or
4. other provider who we agree is capable of providing the necessary *home care* services.

The *independent home care provider* cannot be a *family member*.

Intermediate Care means a degree of nursing care and evaluation that is less than that provided for *skilled nursing care*, but greater than that provided for *custodial care*. This level of care provides a planned, continuous program of nursing care that is preventive or rehabilitative in nature.

Licensed Health Care Practitioner means any *physician*, as defined in §1861(r)(1) of the Social Security Act; and any registered professional *nurse*, *licensed social worker*, or other person who meets such requirements as may be prescribed by the U.S. Secretary of the Treasury.

Licensed Social Worker includes any social worker who has been issued a license, certificate, or similar authorization to act as a social worker by a state or a body authorized by a state to issue such authorization.

Loss means either of the following:

1. you are expected to be unable to perform (without *substantial assistance* from another person) at least two *ADLs* for a period of at least 90 days due to loss of functional capacity; or
2. you require *substantial supervision* by another person to protect you from threats to health and safety due to *severe cognitive impairment*.

Medicare means the Health Insurance for the Aged Act under Title XVIII of the Federal Social Security Act of 1965, as Then Constituted or Later Amended.

Nurse means a legally qualified person, who is a Registered Nurse (R.N.), a Licensed Practical Nurse (L.P.N.), a Licensed Vocational Nurse, or a Licensed Public Health Nurse.

Nursing Facility means a facility or distinct part of a facility that is licensed or certified, if required, in the jurisdiction in which it is operating, to provide *skilled nursing care*, *intermediate care*, or *custodial care*.

Nursing facility does not mean a *hospital* or an institution that is operated for the treatment and care of:

1. alcoholism; or
2. drug addiction.

Nursing Facility Care means care or treatment received in a *nursing facility*.

Period of Care means a period of time during which you are receiving covered *qualified long-term care services* due to a *loss*.

A *period of care* begins on the first day you receive a covered *qualified long-term care service* through your *plan of care*. A *period of care* will end when you are no longer receiving covered *qualified long-term care services* due to a *loss*, or your *plan of care* ends. It includes each day for which you:

1. are an inpatient in a *nursing facility, assisted living facility, Alzheimer's facility* or *hospice* and a charge for room and board is made; or
2. receive *home care* or *home health care, adult day care, outpatient hospice care, respite care, homemaker services* or *stay at home services* and a charge is made for these services.

Physician means any person, required to be recognized under the Policy for insurance purposes according to the insurance statutes and regulations of the governing jurisdiction, who is:

1. licensed to practice medicine, prescribe and administer drugs, or to perform surgery; or
2. is legally qualified as a medical practitioner.

Physician includes osteopathic practitioners within the scope of their practice as defined by state law. *Physician* does not mean a *family member*.

Plan of Care means a written description of the type, frequency and duration of covered *qualified long-term care services* you need. The *plan of care* is developed by the *care coordinator* or another *licensed health care practitioner*, is approved by us and signed by you or your designated representative.

After one *plan of care* has ended, if you suffer another *loss*, such *loss* will require a new *plan of care*.

Policy Anniversary means the same day and month as your Policy Effective Date for each succeeding year your Policy remains in force.

Premium means the dollar amount that must be paid to us to keep this Policy in force. Your *premium* and the mode you selected are shown in the Schedule.

Initial premium means the amount of money submitted with your application that satisfies our initial premium requirement.

Qualified Long-Term Care Services means necessary diagnostic, preventative, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services, which are:

1. required by a *chronically ill individual*; and
2. provided pursuant to a *plan of care* prescribed by a *licensed health care practitioner*.

“Maintenance or personal care services” as used in this definition means any care that is mainly for the purpose of providing the needed assistance with any of the disabilities resulting from a person’s status as a *chronically ill individual*, including protection from threats to health and safety due to *severe cognitive impairment*.

Respite Care means short-term care which:

1. is needed in order to maintain your health or safety; and
2. provides temporary relief from caregiving duties to a member of your family or any other person who is your unpaid, primary caregiver.

Severe Cognitive Impairment means a deterioration or loss in intellectual capacity that is measured by clinical evidence and standardized tests which reliably measure impairment in: short-term or long-term memory; orientation to person, place or time; deductive or abstract reasoning and judgment as it relates to safety awareness.

Such deterioration or loss must place you in jeopardy of harming yourself, therefore requiring *substantial supervision* by another person.

Skilled Nursing Care means that level of care which:

1. requires the training and skills of a Registered Nurse; and
2. is prescribed by a *licensed health care practitioner* for the medical care of the patient; and
3. may not be provided by less skilled or less intensive care, such as *custodial care* or *intermediate care*.

Spouse or Partner means:

1. the person to whom you are legally married; or
2. any civil union partner, domestic partner, reciprocal beneficiary or other term defined by law for your state of residence to mean a person with equal rights to that of a spouse; or
3. the person with whom you have had a committed relationship for at least five years. Committed relationship means you have both lived in the same dwelling unit and have shared the living expenses.

A parent-child relationship does not qualify.

Stand-by Assistance (relates to *ADLs*) means the presence of another person within your arm's reach, to prevent, by physical intervention, injury to you while you perform an *ADL* (such as being ready to catch you if you fall while getting into or out of the bathtub or shower as part of *bathing*, or being ready to remove food from your throat if you choke while *eating*).

Stay at Home Services are those services that allow you to remain in the safety of your home and include:

1. Caregiver Training;
2. *Durable Medical Equipment*;
3. Home Modification;
4. *Emergency Response System*; and
5. *Assistive Devices or Technology*.

Substantial Assistance (relates to *ADLs*) means *hands-on assistance* or *stand-by assistance*. For the purpose of this Policy *stand-by assistance* will be used to determine that *substantial assistance* by another person is required by you to perform the *ADL*.

Substantial Supervision (relates to *severe cognitive impairment*) means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the severely cognitively impaired individual from threats to his or her safety (such as may result from wandering).

Unearned Premium means *premium* paid by you for a period of time during which your insurance is no longer in force.

LONG TERM CARE INSURANCE PERSONAL WORKSHEET

People buy long-term care insurance for many reasons. Some don't want to use their own assets to pay for long-term care. Some buy insurance to make sure they can choose the type of care they get. Others don't want their family to have to pay for care or don't want to go on Medicaid. But long-term care insurance may be expensive, and may not be right for everyone.

By state law, the insurance company must fill out part of the information on this worksheet and ask you to fill out the rest to help you and the company decide if you should buy this policy.

PREMIUM INFORMATION

Policy Form Number(s): [2006-LTC-COMP]

| Applicant A | | Applicant B |
|---|--|---|
| <input type="checkbox"/> Monthly \$_____ | The premium for the coverage you are considering will be \$_____ (Check and complete one) | <input type="checkbox"/> Monthly \$_____ |
| <input type="checkbox"/> Quarterly \$_____ | | <input type="checkbox"/> Quarterly \$_____ |
| <input type="checkbox"/> Semi-annually \$_____ | | <input type="checkbox"/> Semi-annually \$_____ |
| <input type="checkbox"/> Annually \$_____ | | <input type="checkbox"/> Annually \$_____ |

Type of Policy: Guaranteed Renewable

The Company's Right to Increase Premiums: CUNA Mutual Insurance Society has a right to increase premiums on this policy form in the future, provided it raises rates for all policies in the same class in this state.

RATE INCREASE HISTORY

The company has sold long-term care insurance since 1992 and has sold this policy since [2007]. The company has never raised its rates for any long-term care policy it has sold in this state or any other state.

QUESTIONS RELATED TO YOUR INCOME

| Applicant A | | Applicant B |
|---|---|---|
| <input type="checkbox"/> From my Income <input type="checkbox"/> From my Savings/ Investments <input type="checkbox"/> My Family will Pay | How will you pay each year's premium? | <input type="checkbox"/> From my Income <input type="checkbox"/> From my Savings/ Investments <input type="checkbox"/> My Family will Pay |
| <input type="checkbox"/> CONFIRM | Have you considered whether you could afford to keep this policy if premiums went up, for example, by 20%? | <input type="checkbox"/> CONFIRM |
| <input type="checkbox"/> Under \$10,000 <input type="checkbox"/> \$10-20,000 <input type="checkbox"/> \$20-30,000 <input type="checkbox"/> \$30-50,000 <input type="checkbox"/> Over \$50,000 | What is your annual income? (Check one) | <input type="checkbox"/> Under \$10,000 <input type="checkbox"/> \$10-20,000 <input type="checkbox"/> \$20-30,000 <input type="checkbox"/> \$30-50,000 <input type="checkbox"/> Over \$50,000 |

| Applicant A | | Applicant B | |
|--|--|--|--|
| <input type="checkbox"/> No change <input type="checkbox"/> Increase by approx. \$ _____ <input type="checkbox"/> Decrease by approx. \$ _____ Reason for change: _____ | How do you expect your income to change over the next 10 years? (Check one) | <input type="checkbox"/> No change <input type="checkbox"/> Increase by approx. \$ _____ <input type="checkbox"/> Decrease by approx. \$ _____ Reason for change: _____ | |

If you will be paying premiums with money received only from your own income, a rule of thumb is that you may not be able to afford this policy if the premiums will be more than 7% of your income.

| | | | |
|--|---|--|--|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Will you buy inflation protection? (Check one) | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If no: <input type="checkbox"/> From my Income <input type="checkbox"/> From my Savings & Investments <input type="checkbox"/> My Family will Pay | If not, have you considered how you will pay for the difference between future costs and your monthly benefit amount? | If no: <input type="checkbox"/> From my Income <input type="checkbox"/> From my Savings & Investments <input type="checkbox"/> My Family will Pay | |

The national average annual cost of care in 2001 was \$48,000, but this figure varies across the country. In ten years the national average annual cost would be about \$78,240 if costs increase 5% annually.

| | | | |
|--|---|--|--|
| Number of days _____ Approximate cost \$ _____ for that period of care. | What elimination period are you considering? | Number of days _____ Approximate cost \$ _____ for that period of care. | |
| <input type="checkbox"/> From my Income <input type="checkbox"/> From my Savings/ Investments <input type="checkbox"/> My Family will Pay | How are you planning to pay for your care during the elimination period? (Check one) | <input type="checkbox"/> From my Income <input type="checkbox"/> From my Savings/ Investments <input type="checkbox"/> My Family will Pay | |

QUESTIONS RELATED TO YOUR SAVINGS AND INVESTMENTS

| Applicant A | | Applicant B | |
|--|---|--|--|
| <input type="checkbox"/> Under \$20,000 <input type="checkbox"/> \$20,000-\$30,000 <input type="checkbox"/> \$30,000-\$50,000 <input type="checkbox"/> Over \$50,000 | Not counting your home, about how much are all your assets (your savings and investments) worth? (Check one) | <input type="checkbox"/> Under \$20,000 <input type="checkbox"/> \$20,000-\$30,000 <input type="checkbox"/> \$30,000-\$50,000 <input type="checkbox"/> Over \$50,000 | |
| <input type="checkbox"/> Stay about the same <input type="checkbox"/> Increase by approx. \$ _____ <input type="checkbox"/> Decrease by approx. \$ _____ Reason for change: _____ | How do you expect your assets to change over the next ten years? (Check one) | <input type="checkbox"/> Stay about the same <input type="checkbox"/> Increase by approx. \$ _____ <input type="checkbox"/> Decrease by approx. \$ _____ Reason for change: _____ | |

If you are buying this policy to protect your assets and your assets are less the \$30,000, you may wish to consider other options for financing your long-term care.

DISCLOSURE STATEMENT (Required)

| Applicant A | | Applicant B |
|--|----------------------------------|--|
| 1. <input type="checkbox"/> The answers to the questions above describe my financial situation. 2. <input type="checkbox"/> I choose not to complete this information. (<i>Complete the Suitability Waiver on the next page.</i>) | Check one. | 1. <input type="checkbox"/> The answers to the questions above describe my financial situation. 2. <input type="checkbox"/> I choose not to complete this information. (<i>Complete the Suitability Waiver on the next page.</i>) |
| 3. <input type="checkbox"/> I acknowledge that the carrier and/or its agent (below) has reviewed this form with me including the premium, premium rate increase history and potential for premium increases in the future. I understand the above disclosures. I understand that the rates for this policy may increase in the future. | This box must be checked. | 3. <input type="checkbox"/> I acknowledge that the carrier and/or its agent (below) has reviewed this form with me including the premium, premium rate increase history and potential for premium increases in the future. I understand the above disclosures. I understand that the rates for this policy may increase in the future. |
| 4. <input type="checkbox"/> My agent has advised me that this policy does NOT seem to be suitable for me. However, I still want the company to consider my application. | Check if applicable. | 4. <input type="checkbox"/> My agent has advised me that this policy does NOT seem to be suitable for me. However, I still want the company to consider my application. |

| Applicant A | SIGNATURE(S) | Applicant B |
|---|--------------|---|
| Name: _____ Date (Month/Day/Year): _____ | | Name: _____ Date (Month/Day/Year): _____ |

| |
|---|
| <u>AGENT</u> |
| <input type="checkbox"/> I explained to the applicant(s) the importance of completing this information. |
| Agent's Signature: <u>X</u> _____ Date: _____ |
| Agent's Printed Name: _____ |

The company may contact you to verify your answers.

THIS PERSONAL WORKSHEET MUST BE COMPLETED AND RETURNED TO THE COMPANY WITH THE APPLICATION.

REVIEW AND SIGN THE SUITABILITY WAIVER ON THE NEXT PAGE ONLY IF ITEM 2 ABOVE IS CHECKED.

SUITABILITY WAIVER

I understand that state law requires CUNA Mutual Insurance Society (“the Company”) to consider the financial questions on the Long Term Care Personal Worksheet to avoid selling a Long Term Care insurance policy to those who may not be able to afford long-term care coverage. **Since I chose *not* to provide any financial information to the Company, I acknowledge that:**

1. I should read the National Association of Insurance Commissioners’ (NAIC’s) *A Shopper’s Guide to Long Term Care Insurance*, focusing on the pages about whether or not I need Long Term Care insurance.
2. If I will be paying premiums from my personal income, a rule of thumb is that I may not be able to afford a Long Term Care insurance policy if the premiums will be more than seven percent of my income.
3. If I am buying a Long Term Care insurance policy to protect my assets and my assets are less than \$30,000, then I may need to consider other options for financing my long-term care.
4. The Long Term Care insurance policy for which I am applying has a 30 Day Right to Examine Policy Provision, should I choose to return the Long Term care insurance policy for a full refund of premium.

By signing this form, I certify to the best of my knowledge that: (1) I have read the above information; (2) it is my decision not to answer the financial questions on the Long Term Care Insurance Personal Worksheet; (3) after careful consideration, I believe this policy is what I want; and (4) I request CUNA Mutual Insurance Society to review my application and issue my Long Term Care insurance policy if I meet their medical underwriting standards.

| Applicant A | SIGNATURE(S) | Applicant B |
|------------------------------|--------------|------------------------------|
| Name: _____ | | Name: _____ |
| Date (Month/Day/Year): _____ | | Date (Month/Day/Year): _____ |

**SIGN ONLY IF YOU CHOOSE NOT TO COMPLETE THE FINANCIAL INFORMATION
ON THE PERSONAL WORKSHEET**

**Long-Term Care Insurance
Potential Rate Increase Disclosure Form**

1. **Premium Rate:** Premium rate that is applicable to you and that will be in effect until a request is made and approved for an increase is on the application. \$ _____

2. **The premium for this policy will be shown on the schedule page of your policy.**

3. **Rate Schedule Adjustments:**

The company will provide a description of when premium rate or rate schedule adjustments will be effective: Rate changes will be effective on the next date a premium is due after a 60-day advance written notice of the rate change.

4. **Potential Rate Revisions:**

This policy is Guaranteed Renewable. This means that the rates for this product may be increased in the future. Your rates can NOT be increased due to your increasing age or declining health, but your rates may go up based on the experience of all policyholders with a policy similar to yours.

If you receive a premium rate or premium rate schedule increase in the future, you will be notified of the new premium amount and you will be able to exercise at least one of the following options:

- Pay the increased premium and continue your policy in force as is.
- Reduce your policy benefits to a level such that your premiums will not increase. (Subject to state law minimum standards.)
- Exercise your nonforfeiture option if purchased. (This option is available for purchase for an additional premium.)
- Exercise your contingent nonforfeiture rights.* (This option may be available if you do not purchase a separate nonforfeiture option.)

Turn the Page

***Contingent Nonforfeiture**

If the premium rate for your policy goes up in the future and you didn't buy a nonforfeiture option, you may be eligible for contingent nonforfeiture. Here's how to tell if you are eligible:

You will keep some long-term care insurance coverage, if:

- Your premium after the increase exceeds your original premium by the percentage shown (or more) in the following table; and
- You lapse (not pay more premiums) within 120 days of the increase.

The amount of coverage (i.e., new lifetime maximum benefit amount) you will keep will equal the total amount of premiums you've paid since your policy was first issued. If you already received benefits under the policy, so that the remaining maximum benefit amount is less than the total amount of premiums you've paid, the amount of coverage will be that remaining amount.

Except for this reduced lifetime maximum benefit amount, all other policy benefits will remain at the levels attained at the time of the lapse and will not increase thereafter.

Should you choose this Contingent Nonforfeiture option, your policy with this reduced maximum benefit amount will be considered "paid-up" with no further premiums due.

Example:

- You bought the policy at age 65 and paid the \$1,000 annual premium for 10 years, so you have a total of \$10,000 in premium.
- In the eleventh year, you receive a rate increase of 50%, or \$500 for a new annual premium of \$1,500, and you decide to lapse the policy (not pay any more premiums).
- Your "paid-up" policy benefits are \$10,000 (provided you have at least \$10,000 of benefits remaining under your policy.)

Turn the Page

Contingent Nonforfeiture
Cumulative Premium Increase over Initial Premium
That qualifies for Contingent Nonforfeiture

(Percentage increase is cumulative from the date of original issue. It does NOT represent a one-time increase.)

| Issue Age | Percent Increase Over Initial Premium |
|------------------|--|
| 29 and under | 200% |
| 30-34 | 190% |
| 35-39 | 170% |
| 40-44 | 150% |
| 45-49 | 130% |
| 50-54 | 110% |
| 55-59 | 90% |
| 60 | 70% |
| 61 | 66% |
| 62 | 62% |
| 63 | 58% |
| 64 | 54% |
| 65 | 50% |
| 66 | 48% |
| 67 | 46% |
| 68 | 44% |
| 69 | 42% |
| 70 | 40% |
| 71 | 38% |
| 72 | 36% |
| 73 | 34% |
| 74 | 32% |
| 75 | 30% |
| 76 | 28% |
| 77 | 26% |
| 78 | 24% |
| 79 | 22% |
| 80 | 20% |
| 81 | 19% |
| 82 | 18% |
| 83 | 17% |
| 84 | 16% |
| 85 | 15% |
| 86 | 14% |
| 87 | 13% |
| 88 | 12% |
| 89 | 11% |
| 90 and over | 10% |

**THE FOLLOWING CONTINGENT NONFORFEITURE BENEFIT APPLIES ONLY TO
LIMITED PAY POLICIES**

In addition to the contingent nonforfeiture benefits described above, the following reduced “paid-up” contingent nonforfeiture benefit is an option in all policies that have a fixed or limited premium payment period, even if you selected a nonforfeiture benefit when you bought your policy. If both the “paid-up” benefit AND the contingent benefit described above are triggered by the same rate increase, you can choose either of the two benefits.

You are eligible for the reduced “paid-up” contingent nonforfeiture benefit when all three conditions shown below are met:

1. The premium you are required to pay after the increase exceeds your original premium by the same percentage or more shown in the chart below;

Triggers for a Substantial Premium Increase

| Issue Age | Percent Increase |
|-----------|-------------------------|
| | Over Initial Premium |
| Under 65 | 50% |
| 65-80 | 30% |
| Over 80 | 10% |

2. You stop paying your premiums within 120 days of when the premium increase took effect; AND
3. The ratio of the number of months you already paid premiums is 40% or more than the number of months you originally agreed to pay.

If you exercise this option your coverage will be converted to reduced “paid-up” status. That means there will be no additional premiums required. Your benefits will change in the following ways:

- a. The total lifetime amount of benefits your reduced paid up policy will provide can be determined by multiplying 90% of the lifetime benefit amount at the time the policy becomes paid up by the ratio of the number of months you already paid premiums to be number of months you agreed to pay them.
- b. The daily benefit amounts you purchased will also be adjusted by the same ratio.

If you purchased lifetime benefits, only the daily benefit amounts you purchased will be adjusted by the applicable ratio.

Example:

- You bought the policy at age 65 with an annual premium payable for 10 years.
- In the sixth year, you receive a rate increase of 35% and you decide to stop paying premiums.
- Because you have already paid 50% of your total premium payments and that is more than the 40% ratio, your “paid-up” policy benefits are .45 (.90 times .50) times the total benefits amount that was in effect when you stopped paying your premiums. If you purchased inflation protection, it will not continue to apply to the benefits in the reduced “paid-up” policy.

| | | | |
|---------------------------------|---|-------------------------------|-----------------------------|
| <i>SERFF Tracking Number:</i> | <i>CUNA-125788531</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>CUNA Mutual Insurance Society</i> | <i>State Tracking Number:</i> | <i>40400</i> |
| <i>Company Tracking Number:</i> | <i>REVISED RULE 13</i> | | |
| <i>TOI:</i> | <i>LTC03I Individual Long Term Care</i> | <i>Sub-TOI:</i> | <i>LTC03I.001 Qualified</i> |
| <i>Product Name:</i> | <i>Long Term Care Insurance</i> | | |
| <i>Project Name/Number:</i> | <i>/</i> | | |

Rate Information

Rate data does NOT apply to filing.

| | | | |
|--------------------------|----------------------------------|------------------------|----------------------|
| SERFF Tracking Number: | CUNA-125788531 | State: | Arkansas |
| Filing Company: | CUNA Mutual Insurance Society | State Tracking Number: | 40400 |
| Company Tracking Number: | REVISED RULE 13 | | |
| TOI: | LTC03I Individual Long Term Care | Sub-TOI: | LTC03I.001 Qualified |
| Product Name: | Long Term Care Insurance | | |
| Project Name/Number: | / | | |

Supporting Document Schedules

| | | | |
|---------------------------|----------------------------------|-----------------------|------------|
| Satisfied -Name: | Certification/Notice | Review Status: | 08/25/2008 |
| Comments: | | | |
| Attachments: | | | |
| AR Cert of Compliance.pdf | | | |
| AR FFF109.pdf | | | |
| Bypassed -Name: | Application | Review Status: | 08/25/2008 |
| Bypass Reason: | Not applicable to this filing. | | |
| Comments: | | | |
| Bypassed -Name: | Health - Actuarial Justification | Review Status: | 08/25/2008 |
| Bypass Reason: | Not applicable to this filing. | | |
| Comments: | | | |
| Bypassed -Name: | Outline of Coverage | Review Status: | 08/25/2008 |
| Bypass Reason: | Not applicable to this filing. | | |
| Comments: | | | |

**Certificate of Compliance with
Arkansas Rule and Regulation 19 & 49**

Insurer: CUNA Mutual Insurance Society

Form Number(s): 2006-LTCA-ACB(AR)
2006-LTC-COMP(AR)
LTC-JPWK(A)
LTCDISC-RATES(A)

I hereby certify that to the best of my knowledge and belief, the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulations 19 and 49.



Signature of Company Officer

Alastair Shore

Name

Sr. Vice President – Chief Underwriter

Title

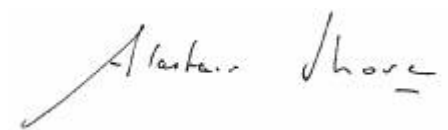
September 29, 2008

Date

CERTIFICATION

This is to certify that the attached Policy Forms comply with the requirements of the Life and Disability Insurance Policy Language Simplification Act. The Flesch reading ease scores for these form(s) are shown below.

| Form Number(s) and Title(s): | | Flesch Score: |
|-------------------------------------|--|----------------------|
| 2006-LTCA-ACB(AR) | Amendment Providing an Additional Contingent Benefit Provision for Policies with Limited Pay Option | 47 |
| 2006-LTC-COMP(AR) | Long Term Care Insurance Policy | 42 |
| LTC-JPWK(A) | Long Term Care Personal Worksheet | 58 |
| LTCDISC-RATES(A) | Potential Rate Increase Disclosure Form | 43 |



Signature of Officer of the Company

September 29, 2008
Date

| | | | |
|---------------------------------|---|-------------------------------|-----------------------------|
| <i>SERFF Tracking Number:</i> | <i>CUNA-125788531</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>CUNA Mutual Insurance Society</i> | <i>State Tracking Number:</i> | <i>40400</i> |
| <i>Company Tracking Number:</i> | <i>REVISED RULE 13</i> | | |
| <i>TOI:</i> | <i>LTC03I Individual Long Term Care</i> | <i>Sub-TOI:</i> | <i>LTC03I.001 Qualified</i> |
| <i>Product Name:</i> | <i>Long Term Care Insurance</i> | | |
| <i>Project Name/Number:</i> | <i>/</i> | | |

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

| Original Date: | Schedule | Document Name | Replaced Date | Attach Document |
|-----------------------|-----------------|--|----------------------|---------------------------|
| No original date | Form | Amendment Providing an Additional Contigent Benefit Provision | 08/25/2008 | 2006-LTCA- ACB_AR_.pdf |



CUNA Mutual Insurance Society

A Mutual Insurance Company
2000 Heritage Way
Waverly, IA 50677

**Amendment Providing An
Additional Contingent Benefit Provision
For Policies with a Limited Pay Option**

Policy Number: [123456]

Insured Name: [John Doe]

In consideration of your electing the Limited Pay Option, this Amendment is added to and made a part of your Individual Long-Term Care Insurance Policy on the Policy Effective Date. This Amendment is subject to all the terms and conditions stated in the Policy and those stated in this Amendment. There is no additional premium required for this Amendment

On or before the effective date of a substantial premium rate increase, we will:

1. offer to continue your coverage with the same level of benefits except for a reduction in your Maximum Benefit, without the requirement of additional underwriting so that required premium payments are not increased;
2. offer to convert your coverage to a paid-up status as described in the Additional Contingent Benefit provision below. This option may be elected at any time during the 120-day period following the due date of the required premium; and
3. notify you that a default or lapse at any time during the 120-day period will be deemed to be the election of the offer to convert referenced in #2 above if the *paid ratio* is 40% or more.

Additional Contingent Benefit: Your Policy may be converted to a paid-up status if all of the following conditions are met:

1. we make a premium rate increase that results in a cumulative increase equal to or exceeding your original premium (as of the Policy effective date) by the following percentages:

| Issue Age | Percent Increase Over Initial Premium |
|-----------|--|
| Under 65 | 50% |
| 65-80 | 30% |
| Over 80 | 10% |

2. your Policy lapses due to nonpayment of the required premium within 120 days of the due date of such premium rate increase; and
3. the *paid ratio* immediately prior to lapse is equal to at least 40.

If your coverage is converted to a paid-up status under this Additional Contingent Benefit, your Policy will continue with a reduction in the benefit amounts payable. Your reduced Maximum Benefit, Maximum Monthly Benefit and all other dollar amount benefit limits shown on your Schedule of Benefits will equal 90% of the benefit amount available immediately prior to lapse multiplied by the *paid ratio*.

The *paid ratio* is equal to (a) divided by (b), where:

- (a) = the number of months that you have paid premiums; and
(b) = the number of months in your limited pay period.

This benefit is an additional option for you in the event of a rate increase. This means that if all of the requirements described above are met, then the benefit provided by this Amendment may be used in lieu of either of the following benefits if such benefits apply to your Policy:

1. the Contingent Benefit Upon Lapse for a substantial rate increase, as described in the "PREMIUM RATE INCREASE PROTECTION" Section of your Policy; or
2. the benefit provided by a Nonforfeiture Benefit Rider, if any.

No increases due to an Inflation Protection Rider, if included in your Policy, will be made after the end of the benefit period for which *premiums* were last paid for your Policy.

This Amendment will terminate only when your Policy terminates.

Any terms shown in *italic* that are not defined in this Amendment are defined in the Glossary section of the Policy.

In the event of any conflict between this Amendment and your Policy, this Amendment will prevail. This Amendment will not vary, alter, waive or extend any of the terms, conditions, provisions or limitations of the Policy other than as stated in this Amendment.

CUNA Mutual Insurance Society
A Mutual Insurance Company

A handwritten signature in black ink, consisting of several loops and strokes, positioned above the title 'President'.

President